

**INFORMAL BID-JANITORIAL SERVICES-WARD FILTRATION PLANT  
REQUEST FOR QUOTATION**



**City Of High Point  
Purchasing Division  
211 S. Hamilton St., PO Box 230  
High Point, NC 27260  
Phone: 336-883-3219 Fax: 336-883-3248**

<b>INFORMAL BID NUMBER:</b> <u>2387-013114</u>	<b>DATE:</b> <u>January 10, 2014</u>
<b>QUOTE DUE NO LATER THAN</b> <b style="background-color: yellow;">4:00 PM on Friday, January 31, 2014</b>	
<b>BUYER:</b> Michelle Kiefer <a href="mailto:michelle.kiefer@highpointnc.gov">michelle.kiefer@highpointnc.gov</a>  <b>TELEPHONE:</b> (336) 883-3221	<b>Bid price shall include services to be provided at:</b> City of High Point Ward Filtration Plant 2011 E. Kivett Dr. High Point, NC

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals subject to the conditions and specifications herein, are invited for furnishing all labor, supervision, materials and equipment for the project described herein.

Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.

Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.

State and County sales **taxes shall not be included** in the bid prices on any materials to be used in this contract. The Contractor will be reimbursed for sales taxes in addition to the prices bid upon submission of an invoice showing as a separate item the amount of tax paid. Sales tax will be reimbursed only on items that are annexed to, affixed to, or in some manner have become a part of the building or structure being erected, altered or repaired.

Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261), 211 S. Hamilton St., High Point, NC 27260. Bids may be scanned and returned by e-mail.

PROJECT DESCRIPTION	QTY	U/M	PRICE PER MONTH	TOTAL ANNUAL COST
Janitorial Services at Ward Filtration Plant– <i>Per Attached Specifications</i>	12	MONTH	\$	\$
Floor Cleaning & Waxing Services at Ward Filtration Plant – <i>Per Attached Specifications</i>	12	MONTH	\$	\$
<b>Total</b>				\$

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Above (typed or printed)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

☐

**By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.**

Notice to Bidders  
Bid #2387-013114

Proposals will be received by the City of High Point until 4:00 p.m. in the Purchasing Division, 211, S. Hamilton St., High Point, NC 27260 for providing Janitorial Cleaning Services at the Ward Filtration Plant located at 2011 E. Kivett Dr., High Point, NC.

The resulting service contract will be to furnish all implements, equipment, tools, labor and supervision necessary for the prosecution and completion of the work. Work will include providing General Janitorial Service activities.

All qualified proposals will be evaluated and acceptance made of the proposal judged by the City of High Point to constitute the best value offered for the purpose intended. Evaluation will include, but not necessarily be limited to, the bidder's qualifications, experience, financial standing, labor supply, supervisory experience, completion time offered and bid price.

The City of High Point reserve the right to accept or reject any or all proposals presented, and the right to waive any informalities or irregularities.

**SPECIFICATIONS  
JANITORIAL SERVICES  
Ward Filtration Plant  
BID #2387-013114**

**1) SCOPE OF WORK**

- a) The city of High Point is seeking qualified contractors to provide management, supervision, manpower, equipment and supplies necessary to provide GENERAL JANITORIAL SERVICE activities at the Ward Filtration Plant, 2011 E. Kivett Dr., High Point, NC 27260.
- b) The Contractor shall perform routine cleaning for the entire facility. Contractor is responsible for maintaining the building in an orderly and clean fashion suitable for viewing or use by the general public at any time. This includes the daily, weekly, monthly, quarterly, and annual duties outlined in this document in addition to any special cleaning projects as they arise.
- c) The Contractor shall perform the cleaning of all areas so indicated in strict conformity with methods, materials, and conditions hereinafter specified.
- d) The Contractor shall schedule his operations, arrange for delivery of equipment and supplies to the building, and regulate the arrival or leaving of his personnel in accordance with written instructions from the Owner's representative.

**2) SITE VISIT**

- a) Prior to submitting their bid, each bidder shall familiarize themselves with the full nature of the extent of the work to be done. The Contractor shall obtain for themselves all measurements and information that may be necessary for the satisfactory performance of the contract work and the cost thereof. No claim for extra payment will be allowed for failure to become familiar with site conditions.
- b) Sufficient time will be allowed during the site visit for Contractors to measure and tour the facility. Potential bidders should contact Tammy Cecil at 336-883-3299 or [tammy.cecil@highpointnc.gov](mailto:tammy.cecil@highpointnc.gov) to schedule a site visit. Site visits can be scheduled Monday through Friday between 7:00 am and 3:00 pm.

**3) CONTRACT PERIOD**

- a) The period of this contract shall be from date of contract award through June 30, 2015. Additionally, if determined to be in the City and/or Vendor's best interest, such contract may be extended for four (2) additional twelve (12) month periods thereafter.
- b) Either party may terminate this contract, in whole or in part, at any time by 30-day written notice to the other. The Contractor shall be paid its cost, including contract close out costs, and profits on work performed up to time of termination. If the Contractor has property in its possession belonging to the City of High Point, the Contractor will account for the same, and dispose of it in the manner the City of High Point directs.

- c) If the Contractor does not deliver services in accordance with the contract delivery schedule, or, the Contractor fails to perform services in the manner called for in the contract, or if the Contractor fails to comply with any other provision of the contract, the City of High Point may, with a 7-day written notice, terminate this contract for default. The Contractor will be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. Such notification shall be made in writing

#### **4) CONTRACT PRICING**

- a) Prices quoted herein shall remain firm and not be subject to increase for a period of one year. Thereafter, prices may increase to reflect any increases in the minimum wage during the contract year and only by that amount.
- b) This proposal shall be irrevocable after the time of the public opening and cannot be withdrawn after that time.

#### **5) CONTRACT AWARD**

- a) The City will award the Contract to the lowest, responsive, responsible bidder, taking into consideration quality, performance and past experience.
- b) The City of High Point reserves the right to reject any and all proposals and to waive any formalities that may be permitted by law.

#### **6) CONTRACT RATE CHANGES**

- a) All bids shall be firm and not subject to increase, except to reflect an increase in minimum wage.
- b) Any proposed change in this contract shall be submitted to the appropriate City of High Point official for approval.
- c) The Contractor shall be prepared to submit complete payroll information on employees working under the contract, if requested by the City of High Point. During the contract period, any increase in the minimum wage required by the Federal and State Government may be passed on to the City of High Point. There will be no adjustment for materials or labor rates not affected by the minimum wage regulation.
- d) **Subcontracting:** The Contractor shall not subcontract the service to another individual or service.

#### **7) PAYMENT FOR SERVICES RENDERED**

- a) Payments for Janitorial Cleaning Services shall be made on a monthly basis.

#### **8) REFERENCES**

- a) Only Bids from companies established in performing this type service and qualified to handle accounts of this size may be considered. Prior to award, the City of High Point reserves the right to investigate a bidder's ability to fulfill the requirements of the contract. References should be listed on the attached **Bidders Qualification Form** and returned with the bid.

## 9) WORKING DAYS AND HOURS

- a) The Contractor's Work shall be performed after 5:00 pm and completed before 7:00 am.
- b) Work shall be performed on Tuesdays and Thursdays, not including holidays recognized by the Owner. If a regular scheduled day falls on a recognized holiday the service will be performed on Friday of the week instead of Thursday.
- c) The Owner shall have the final decision as to the time of day or night the janitorial services will be performed at the location.

## 10) SCHEDULE/AREAS TO BE CLEANED

Ward Plant General Cleaning (2) Times per Week - (Tuesday's and Thursday's)  
Windows (Cleaned Monthly) – Location details below

### Upstairs:

- Labs – Tox Lab, Metals Lab, Organic Lab, Bacteriology Lab, & Main Lab
- Upstairs Lobby, Small Hallway beside Copy Room, & Copy Room
- Stairwell – Upstairs Lobby to Downstairs Lobby
- Stairwell – Front of Central Lab to Downstairs
- All Hallways

### Downstairs:

- Control Room
- Conference Room
- Hallway between (2) Downstairs Offices
- Water Quality Area (Sweep & Mop Floors/Empty Trash ONLY)
- Break Room
- Stairwell - Outside Water Quality Area to Basement floor door)  
(Do not enter basement doorway)
- All Hallways

- All trash receptacles are to be emptied and trash taken to outside dumpster (City will provide liners)
- Sweep/Dust Mop/& Mop All Floors in designated areas  
(New Laminate floors use different type of cleaner & cleaning tools  
which is provided by the City)
- Any rugs – Sweep /Vacuum
- Clean and polish drinking fountain(s).

- Thoroughly dust all horizontal surfaces including desktops, files, windowsills, chairs, tables, file cabinets, pictures and all furnishings.
- Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed, dust telephones
- Clean Vents in Hallways

### **Upstairs and Downstairs**

#### **Restrooms**

- Stock towels, tissue and hand soap.  
(To be furnished by City of High Point)
- Empty sanitary napkin receptacles and wipe with a disinfectant.
- Empty trash receptacles and wipe if needed.
- Clean and polish mirrors.
- Wipe towel cabinet covers.
- Toilets to be cleaned and sanitized inside and outside. Polish bright work.
- Toilet seats to be cleaned on both sides using a disinfectant.
- Scour and sanitize all basins. Polish bright work.
- Dust partitions, top of mirrors and frames and vents.
- Remove splash marks from walls around basins.
- Mop and rinse restroom floors with a disinfectant.
- Clean showers in Downstairs restrooms(Men's & Women's) (Monthly)  
(Run water in shower for minute or so to keep lines clear and reduce odor)

### **Windows (Cleaned Monthly)**

#### **Downstairs:**

- Front Door Inside and Outside and front panels
- Conference Room Windows Inside and Outside
- Control Room Windows Inside and Outside

#### **Upstairs:**

- Central Lab Inside and Outside
- Bacteriology Lab Door Inside and Outside

- Back Entrance Door and Panels Inside and Outside

Please provide additional cost for the following:

### **Floors at Ward Plant**

This is in addition to routine dust mopping, sweeping, mopping, etc. to floors. All service to floors besides routine weekly cleaning will need to be scheduled with Lab Supervisor, Dawn Molnar in advance.

Before floor maintenance can begin, an initial super scrub and cleaning of all floors will need to be done.

Any furniture moving should be included in the cost. Furniture should be moved and replaced when floors are dry enough to be replaced.

**Yellow** highlighted areas (VCT waxed floors) will be:

- Stripped and waxed every 6 months
- Buffed weekly
- Hallways

#### Labs

- Tox Lab
- Metals Lab
- Organic Lab
- Main Lab including Bacteriology Lab  
(Super Scrubbed every (3) months)
- Bathrooms (Men and Women's)  
(Super scrubbed every (3) months)
- Stairwell –Front of Central Lab to Downstairs  
(Super scrubbed every (3) months)

#### **Downstairs**

- Brick Stairs – (Super scrubbed every (3) months)  
(Stairwell – Upstairs Lobby to Downstairs lobby)
- Brick Lobby Floor – (Super scrubbed every (3) months)
- Conference Room Brick floors – (Super scrubbed every (3) months)
- All Hallways
- Break Room
- Control Room Area  
(Super scrubbed every 3 months)
- Stairwell – Outside Water Quality Area to Landing Only  
(Super scrubbed every 3 months)

- Bathrooms (Men and Women's)  
(Super scrubbed every (3) months)

## **11) INSURANCE & LICENSES**

- Successful Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or, if applicable.

### **i) MINIMUM LIMITS OF INSURANCE**

- General Liability - No less than \$500,000 per occurrence for bodily injury, personal injury and property damage.
- Auto Liability - No less than \$150,000 per accident for bodily injury and property damage. To include owned, non-owned and hired automobile coverage to protect the City against injuries resulting from a third party.
- Workers Compensation and Employers Liability - Workers' Compensation as required by the State of North Carolina and Employers' Liability limits of no less than \$ 150,000 for bodily injury per accident.
- Successful Contractor will be required to provide a Certificate of Insurance.
- Successful Contractor will be required to obtain a City of High Point Business License

## **12) BUILDING SECURITY**

- Contractor's employees shall wear identification badges, and/or identifiable uniforms while working in the facility covered by this contract. The Contractor will be required to be scanned in by water filtration plant staff through both the entrance gate at the driveway and entrance doors to the building. Workers will be required to sign in and sign out for safety reasons. Safety training is required by all staff that will be working in the water plant prior to beginning any work.
- After contract execution, Ward Filtration Plant staff will instruct the Cleaning Service on the proper way to enter/exit the facility, the locking and security procedures of the facility, and the operation of facility lighting.
- It is expected that the Cleaning Service will screen all assigned in regards to drug and alcohol usage and criminal records. Any employee substance usage on premises or employees working under the influence of a substance, or theft/vandalism by a Cleaning Service employee will result in that employee being banned from the premises and a complete review of Cleaning Service staff.



- d) Contractor agrees that it will make no unlawful or offensive use of the Premises, and will use and maintain any equipment, appliances, or apparatus therein or thereon, in accordance with laws, ordinances, regulations, and requirements, of any such governmental subdivision affecting the same.

### **13) OSHA REQUIREMENTS**

- a) The Contractor shall conform to the rules and regulations of the Occupational Safety and Health Act in their performance of the work in this contract. Performance of work includes storage of equipment and supplies and all aspects of the work performed by his employees. All chemicals must be properly labeled. The Contractor is responsible for required OSHA training for their employees not limited to but to include Hazard Communication, OSHA.1200. The Contractor is responsible for providing their employees with the proper personal protective equipment.
- b) Contractors will be expected to comply with all OSHA standards and provide Material Safety Data Sheet (MSDS) for all products used and or stored that contain hazardous components.
- c) The Contractor shall be responsible for reimbursements to the Owner for any fines levied against the Owner due to the Contractor not abiding by OSHA regulations.

### **14) AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

- a) High Point City Government is fully committed to the Americans with Disabilities Act which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. High Point City Government Contractors, vendors and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment.
- b) Your acceptance of this contract acknowledges your commitment and compliance with ADA.

### **15) SAFETY AND HEALTH**

- a) All work shall comply with applicable Federal, State and City safety and health requirements. Where there is a conflict between the applicable regulations, the most stringent will apply.
- b) Contractor shall be provide with a copy of the City's Safety Policy and shall abide by the rules of the City Policy even if more stringent than that of other government entities.
- c) **SPECIAL NOTE REGARDING CLEANING CHEMICALS:** All cleaning chemicals shall have a pH range of 5 – 9.99999. Hand Cleaners with a pH of 9.5 are acceptable. Safety data sheets must be submitted for all cleaning supplies. These sheets will be reviewed and approved before use by the laboratory supervisor.
- d) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the City harmless for any action on its part or that of its employees that result in illness or death.

### **16) LEGAL REQUIREMENTS**

- a) The Contractor shall comply with all Federal, State, and City of High Point statutes, ordinances, regulations, or other legal requirements that apply to this Contract.
- b) Successful Contractor must have a City of High Point Business license.

#### **17) DAMAGE TO FACILITY**

- a) The Contractor shall be responsible for any damage caused by staff or workers to property of the Owners. He shall make good in approved manner at his own expense any such loss, damage, or injury without cost to the Owner. The Contractor shall also assume responsibility to maintain all such additional protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors. Owner will repair any damage done by the Contractor or their staff and deduct the cost from their contract.
- b) The Contractor shall be responsible for any lost keys and for reimbursement to the City for any cost incurred for re-keying the facility due to the Contractor's employees losing keys.

#### **18) MATERIALS & SERVICES TO BE SUPPLIED BY THE OWNER**

- a) The Owner will furnish to the Contractor all washroom and lavatory supplies, such as paper towels, toilet tissue and hand soap.
- b) The Owner will supply to the Contractor light, power, hot and cold water as may be required for the cleaning of the premises under the terms of the contract.
- c) The Owner will provide janitorial rooms for mops, etc., and certain areas for the storage of the Contractor's equipment and cleaning supplies.
- d) A sign in book will be located in the upstairs lobby and must be signed with in and out times when on site.

#### **19) MATERIALS & SERVICES TO BE PROVIDED BY THE CONTRACTOR**

- a) The Contractor is expected to furnish the type of service that will produce only the highest quality of work. The personnel employed should have at least one (1) year of professional janitorial experience
- b) The Contractor shall supply all supervision, labor, equipment, and cleaning supplies not furnished by the Owner.
- c) There must be a representative of the Contractor on-site during Contractor work hours that will be able to communicate in the English Language with City representative(s).
- d) The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial type work.
- e) All employees shall be bondable and a minimum of sixteen years old.
- f) The quality and grades of cleaning materials and floor finishes shall be submitted to the Laboratory Supervisor for approval prior to beginning the performed services.

- g) The Contractor shall provide adequate on the job supervision and a supervisor on call 24 hours a day, 7 days a week. There shall also be a day and night phone number for contacting the Contractor on emergencies.
- h) The Contractor shall turn off lights except those designated to be left on and **lock** all doors as directed. All doors are locked at the Ward Filtration Plant and due to safety issues are not allowed to be propped open.

## **20) EQUIPMENT**

- a) All supplies, material, and equipment used in performance of the contract must be in first-class condition. Equipment shall be rated as commercial equipment.
- b) Contractor shall supply on the attached Equipment Listing Form a complete listing of all equipment it will be using in performance of this contract.

## **21) RESPONSIBILITY FOR DAMAGE**

- a) The Contractor shall repair and restore to its original condition any material or surface damaged by their operations.
- b) All materials, supplies, and equipment used by the Contractor shall be suitable and not harmful to the surface on which they are applied.
- c) No material shall be placed on the floors which cannot be readily stripped off.
- d) The Contractor shall be entirely responsible for any loss or damage to his own materials, supplies, and equipment and to the personal property of his employees while they are in the building.
- e) The Contractor shall be solely responsible for any damage to the building or its contents, for any loss or damage to any property belonging to the Owner or the Owner's employees when such loss or damage maybe attributable to Contractors actions or negligence or the actions or negligence of Contractors employees.
- f) Any long distance phone calls made during the hours of the cleaning service will be the responsibility of the Contractor.

## **22) INSPECTION BY OWNER**

- a) The Owner may provide for inspection at any time a part of the Contractor's work, and any of the materials, supplies, or equipment which the contractor may have on hand or in the building. The Contractor shall provide adequate cooperation with the Inspector assigned by the Owner to permit him to determine the Contractor's conformity with these specifications and adequacy of the cleaning work being performed.
- b) If during an inspection the quality of work is found to be unacceptable, the Contractor will be notified of the unacceptable work and given one (1) working day to correct the problem. Failure to correct the problem in a timely and satisfactory manner could result in a written, certified warning letter for the first two (2) offenses. Any subsequent failure could be considered as not meeting specifications and grounds for **Terminating for Default** in this contract.

### **23) UNAUTHORIZED PERSONNEL**

- a) The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.

### **24) UNAUTHORIZED USE OF CITY EQUIPMENT**

- a) The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

### **25) EMERGENCY TELEPHONE NUMBERS**

- a) The Contractor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

### **26) SMOKING**

- a) Smoking is not allowed inside City facilities at any time. Designated smoking areas are provided in outside areas only.

### **27) SPECIFICATION INQUIRIES**

- a) Questions regarding specifications shall be directed to Michelle Kiefer – Buyer, City of High Point, 336-883-3221, [michelle.kiefer@highpointnc.gov](mailto:michelle.kiefer@highpointnc.gov)

### **28) SCHEDULING CONTACTS**

- a) Tammy Cecil – Ward Filtration Plant, City of High Point – 336-883-3299, [tammy.cecil@highpointnc.gov](mailto:tammy.cecil@highpointnc.gov)

## BIDDER'S QUALIFICATIONS

Bidder must demonstrate that he has a successful record of experience in the type service specified. Otherwise, his proposal may not be considered.

The Request for Proposals is for providing Janitorial Cleaning Services. Therefore, list below at least three (3) accounts of comparable size that you are now serving within this general area.

COMPANY NAME & ADDRESS	PERSON TO CONTACT	TELEPHONE NUMBER	YEARS SERVICED

Company Name

Signature

**BIDDER’S EQUIPMENT LIST**

EQUIPMENT TYPE	MAKE & MODEL	MODEL YEAR

Attach Additional Sheets if Necessary

Company Name	Signature
--------------	-----------

## **INSTRUCTIONS TO BIDDERS**

**GENERAL:** All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid. **The attachment of any other terms and conditions may be grounds for rejection.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

**MAKE AND MODEL:** Indicate manufacturers' name and model number of item offered in the spaces provided on the quote form. The purpose of these specifications is to identify and establish general quality level desired. References to any Brand Names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

**WARRANTY:** Bidder guarantees equipment offered by him to be free from any and all defects in material and workmanship and warrants same for a period of one (1) year unless otherwise stated in the specifications. Such warranty to cover the cost of all service, parts, labor and travel to and from points of service.

**SPECIFICATIONS:** Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

**BID EVALUATION:** The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

**CANCELLATION:** The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

**SERVICE:** Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

**SAFETY:** See attached General Terms & Conditions #11.

**BID RESULTS:** For bid results call (336) 883-3458 NO EARLIER than TWO DAYS following the bid close date.

**\*\*\* THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS REQUEST FOR BID. \*\*\***

**QUESTIONS:** Questions regarding the specifications on this bid should be referred to the purchasing agent.

### **SPECIAL INTEREST GROUP DEFINITIONS:**

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American Indian)

## **E-Verify Requirements Apply to Public Contracts**

On September 4, 2013, the North Carolina legislature passed a new law that focuses on E-Verify requirements on contractors who enter into contracts with state agencies and local governments. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The new state E-Verify requirements will require the City of High Point to change procedures that relate to the bid process and contract documents. To ensure that we are meeting these requirements, all bid documents for informal and formal bids will be changed. We have prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

The link below clarifies the new state E-Verify requirements. We hope it will be helpful as we transition to meet the requirements.

[E-Verify Requirements Apply to Public Contracts – NOW!](#)



STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.  
This \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

## **GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE AND REJECTION**: The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
3. **TAXES**: No taxes shall be included in any bid prices.
  - a. **FEDERAL**: Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.
  - b. **OTHER**: Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).
4. **PRICE ADJUSTMENTS**: Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.
  - a. **NOTIFICATION**: Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.
  - b. **DECREASES**: The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.
  - c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:
    - 1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;
  - d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
5. **PAYMENT TERMS**: Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.
6. **AFFIRMATIVE ACTION**: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **PERFORMANCE BOND AND DEFAULT**: The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.

9. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

10. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

**The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

11. **SAFETY STANDARDS**: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training**

Provide education and training to all bidders employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE**: Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his

proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

17. **INSURANCE:**

**COVERAGE** - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

**a. Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

**b. Commercial General Liability** - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

**c. Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply

with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. **PATENTS AND COPYRIGHTS**: The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. **PATENT AND COPYRIGHT INDEMNITY**: BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. **ADVERTISING**: Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. **EXCEPTIONS**: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish to be DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. **ASSIGNMENT**: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:

- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.

31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.